Contract	No.		

HORMEL FOODS CORPORATION LONG-TERM HOG PROCUREMENT AGREEMENT II

This Long-Term Hog Procurement Agreement II ("Agreement") is made and entered into by and between the undersigned producer of hogs ("Producer") and Hormel Foods Corporation, with its principal offices in Austin, Minnesota ("Hormel Foods"). Hormel Foods desires to obtain butcher hogs from Producer, who wishes to participate in a long-term commitment program. Under this program, Hormel Foods will pay Producer the greater of an established hog production cost, called the "Guaranteed Minimum Price", or the prior week 's average market price, called the "Contract Base Price", except when the Contract Base Price exceeds the Guaranteed Minimum Price and Hormel Foods is in a negative cash position with Producer. In that case, Hormel Foods will retain the difference between the prices and pay Producer the Guaranteed Minimum Price.

1. TERM The term of this Agreement is for a period of seven (7) years from the date of receipt of the first hogs delivered under this Agreement, subject to extension pursuant to paragraph 5.(a). Both parties recognize that Hormel Foods' payment of a Guaranteed Minimum Price is conditioned upon Producer remaining in the program and performing under this Agreement for the entire term of the contract.

2. PRICE.

- (a) The "Guaranteed Minimum Price" shall be the price per live cwt. determined based on costs of com and soymeal as set forth in the attached Cost Allowance Matrix. As shown in the Cost Allowance Matrix, costs will be subject to weekly changes based on an six (6) week moving average of Omaha corn and Decatur/Central Illinois 44% soymeal prices. The Cost Allowance Matrix is for plant delivered hogs.
- (b) The Cost Allowance Matrix will not change during the contract term except if:
 - corn and soybean quotes are no longer reliable or indicative of actual corn and soymeal markets; or
 - (2) changes in production practices occur such as the use of Beta Agonist, PST, other feed additives or medications, implementation of new equipment or facilities or any other change which has an impact on production costs; or
 - (3) any other unpredictable circumstances that affect the Cost Allowance Matrix; or
 - (4) based upon a regular annual review by Hormel Foods, the Cost Allowance Matrix is determined to no longer accurately reflect hog production efficiencies and costs.
- (c) The "Contract Base Price" shall be the average of the prior week's (Monday Friday) daily 11:00 a.m. Hormel Foods' Grade & Yield plant delivered hog prices.

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- (d) Every Monday morning, Hormel Foods shall determine the "Contract Price" per live cwt. for hogs delivered to Hormel Foods during the upcoming week (through the end of the following Sunday) as follows:
 - (1) Hormel Foods will calculate the Guaranteed Minimum Price and the Contract Base Price as set forth above.
 - (2) If the Contract Base Price is less than or equal to the Guaranteed Minimum Price, then the Contract Price shall be equal to the Guaranteed Minimum Price.
 - (3) If the Contract Base Price is greater than the Guaranteed Minimum Price, then the Contract Price shall be equal to the Contract Base Price unless Hormel Foods is in a negative cash position with Producer, in which case the Contract Price shall be equal to the Guaranteed Minimum Price.
 - "Negative cash position" means that the aggregate amount that Hormel Foods has paid to Producer for hogs purchased from Producer under this Agreement exceeds the total market value, based on Contract Base Prices, of those same hogs.
 - (5) For hogs delivered to buying stations, the plant delivered Contract Price will be adjusted by the station delivered freight discount in effect at the time of delivery.
 - (6) Refer to Exhibit A for examples of determining the Contract Price.
- (e) The Contract Price will then be used in connection with Hormel Foods' Grade & Yield program in effect at the time of delivery to determine the final amount to be paid to Producer. Grade & Yield premiums and discounts shall be paid to the Producer on the basis of the Contract Base Price calculated in paragraph 2.(c).
- 3. HORMEL FOODS' OBLIGATIONS.
- (a) Hormel Foods agrees to pay Producer on a guaranteed minimum basis as set forth in paragraph 2, for the entire term of the Agreement.
- (b) Inspection, sorting and weighing shall be performed by Hormel Foods at the delivery location or the plant. All hogs delivered under this Agreement must weigh at least two hundred twenty-five (225) pounds. No hogs shall be crippled, lame, sick, overfilled or otherwise unmerchantable at time of delivery. All hogs shall be priced per Hormel Foods' Grade & Yield Buying Program in effect at the time of delivery, which program is subject to change on thirty (30) days' written notice.
- (c) Hormel Foods shall keep all necessary records with respect to the receipt, weighing and payment of all livestock hogs in accordance with its regular record retention and destruction schedule. At the present time, all scale tickets, P&L's and checks are retained for two (2) years. Producer may inspect such records during normal business hours at locations designated by Hormel Foods upon reasonable notice by Producer to Hormel Foods. Hormel Foods shall supply copies of such records as Producer may reasonably request at Producer's expense.



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PRODUCER'S OBLIGATIONS.

- (a) All hogs delivered hereunder shall be top quality, healthy and wholesome. Producer must have in place a genetic program capable of producing lean, uniform sorted hogs that consistently meet Hormel Foods requirements.
- (b) Producer must have Hormel Foods' approved facilities to farrow and finish hogs year round. All hogs delivered hereunder from week to week must be uniform in size and numbers, and sold on Hormel Foods' Grade & Yield Buying Program. Producer agrees to work with Hormel Foods to schedule hogs for delivery to market at a day and time that is prearranged by the parties, but at the direction of Hormel Foods.

The undersigned Producer hereby estimates that it will supply the following quantity of hogs to Hormel Foods under this program:

_____ hogs per week

This number can be changed from time to time during the term of this Agreement by the mutual consent of the parties. Any change to this number shall be confirmed in writing.

(c) In addition, Producer agrees to sell to Hormel Foods the balance of its butcher hogs produced in the units furnishing the contracted hogs indicated in paragraph 4.(b). All such hogs must meet Hormel Foods' quality requirements as outlined in paragraph 3.(b) and shall be sold at the Hormel Foods daily quoted Grade & Yield market price in effect upon purchase.

The undersigned Producer estimates this additional quantity of hogs to be:

hogs per week

- (d) Producer's hogs must be supervised by a licensed veterinarian and Producer must properly use any applicable drugs and adhere to required withdrawal procedures thereto. Producer must be on the Pork Quality Assurance Program, a HACCP program of America's Pork Producers. Producer must be at Level III of such Program within six months of the date of this Agreement.
- (e) Producer must use an approved feeding program and Hormel Foods may inspect Producer's hogs and facilities during reasonable business hours on reasonable notice to Producer. The use of Hormel Foods' feed is not required, but the Producer agrees to listen objectively to Hormel Foods' feed presentations.
- (f) Producer must at all times be able to demonstrate its financial soundness to Hornel Foods and to provide evidence thereof upon the request of Hornel Foods. Producer must demonstrate at all times the ability to produce hogs in the quantity and of the quality required during the term of this Agreement. Hornel Foods shall have access to cost and financial records of Producer under this Agreement subject to reasonable notice from Hornel Foods to inspect during normal business hours. Producer must also use an approved cost and recordkeeping system.



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(g) Producer agrees to execute and deliver to Hormel Foods from time to time, as requested by Hormel Foods in its discretion, such security agreements, financing statements under the Uniform Commercial Code and other instruments as may be necessary or appropriate to grant Hormel Foods a security interest in tangible assets of Producer. The fair market value of such tangible assets shall be sufficient to secure Producer's obligations under this Agreement and shall be at least equal to Hormel Foods' projected negative cash position with Producer. Such security interest shall be on written terms reasonably satisfactory to Hormel Foods.

5. OPTION TO EXTEND CONTRACT.

- (a) If Hormel Foods is in a negative cash position with Producer, as defined in paragraph 2.(d)(4), at the end of the initial term of this Agreement, Hormel Foods shall have the right to elect to extend the Agreement until such time as Hormel Foods has recouped its losses. In the event this Agreement is so extended, once Hormel Foods has recouped its losses it will give Producer written notice of termination of this Agreement. Producer shall be permitted to cancel Hormel Foods' option to extend the Agreement at any time after the completion of the initial term by making a cash payment to Hormel Foods sufficient to eliminate the negative cash position.
- (b) The provisions in paragraph 5.(a) are subject to the following restrictions:
 - (1) Any extension to the Agreement shall be governed by the terms of the basic Long-Term Hog Procurement Agreement being offered by Hormel Foods at the time of the extension or, if there is no such agreement being offered by Hormel Foods at that time, by the terms of the basic Long-Term Hog Procurement Agreement most recently offered by Hormel Foods at the time of the extension; and
 - (2) Hormel Foods reserves the right to terminate the Long-Term Procurement program in its entirety at any time after the initial contract term has ended, and upon such a termination any extension previously made under paragraph 5.(a) shall likewise be terminated, and the parties shall be released from any further obligation to participate in the program.
- 6. <u>DEFAULT</u>. If Producer defaults in its obligation to deliver hogs in the quantity and of the quality required hereunder, or if Producer otherwise breaches this Agreement in any way, Producer shall indemnify and hold Hormel Foods harmless against any losses, claims or lawsuits caused by said default or breach. Hormel Foods shall be entitled to offset any losses under this provision against any amounts due and owing to Producer until such unpaid costs have been satisfied.
- 7. NO SECURITY INTERESTS OR LIENS IN HOGS. Producer hereby represents to Hormel Foods that all hogs delivered under this Agreement are free and clear of all security interests and liens of any kind whatsoever, except as specifically provided in a written notice given to Hormel Foods at least thirty (30) days prior to delivery. In the event hogs delivered under this Agreement are subject to any security interest or lien. Hormel Foods may make payments jointly to Producer and the secured party or lien holder.

- 8. VOLUNTARY AGREEMENT: NO GUARANTEE OF PROFIT. Producer acknowledges that it has voluntarily entered into this Agreement on its own accord and that it has had adequate opportunity to consult with its own attorney and accountant regarding all legal, accounting and tax consequences relating to this Agreement. Producer acknowledges that Hormel Foods and its agents make no representation or guarantee of any kind whatsoever regarding the profitability of this Agreement to Producer.
- 9. <u>CONFIDENTIALITY</u>. Hormel Foods and Producer agree to keep the existence of this Agreement and all of its terms, including without limitation the price of hogs, in strict confidence.
- 10. FORCE MAJEURE. Neither party shall be liable for damages due to delay or failure to perform any obligation under this Agreement if such delay or failure results directly or indirectly from acts of war, civil commotions, riots, strikes, lockouts, acts of any government or governmental authority, interference in telephone communications, fire, flood, windstorms, or other acts of God, or any cause of a like or different kind beyond the reasonable control of such party.
- 11. <u>TERMINATION</u>. This Agreement is subject to termination by Hormel Foods in the event of a default or at any time if Hormel Foods discontinues the slaughtering of hogs.
- 12. WAIVER. The failure of either party to enforce any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by the other party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every such provision.
- 13. <u>LIMIT OF AUTHORITY</u>. Except as provided in this Agreement, it is agreed that neither party is in any way the legal representative or agent of the other party for any purpose whatsoever. Neither party has the right or authority to assume or create any obligation of any kind, expressed or implied, on behalf of the other party.
- 14. NONEXCLUSIVITY. This Agreement shall not be exclusive to Producer but instead may be offered by Hormel Foods to other qualified, like-situated producers in Hormel Foods' buying area.
- 15. SUCCESSOR RESPONSIBILITY. Any assignment, sale or transfer of Producer's interests in its hog farming operation must include notice to the assignee that the assignment/transfer is subject to the terms and conditions of the Long-Term Hog Procurement Agreement with Hormel Foods, and a copy of this Agreement shall be provided to the assignee. The obligations of this provision shall also apply with equal force to the transfer of Producer's interests to his or her heirs, whether as a result of death, disability or for any other reason.
- 16. ENTIRE AGREFMENT; AMENDMENT. This Agreement constitutes the entire agreement among the parties and supersedes any prior oral or written agreement or understanding between them with respect to the subject matter hereof. This Agreement may not be amended or supplemented except by a writing signed by both of the parties.



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Austin, MN 55912-3680

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17.	GOVERNING LAW. This Agreemer shall be governed by and interpreted i Minnesota.	nt and the rights of the parties hereunder in accordance with the laws of the State of
18.	AUTHORIZATION. An individual corporation, partnership, limited liabithat he or she is duly authorized to corporation, partnership, limited liability.	executing this Agreement on behalf of a ility company or other entity certificates execute this Agreement on behalf of such ity company or other entity.
19.	COUNTERPARTS. This Agreement counterparts, all of which taken together	nt may be executed in one or more er shall constitute one document.
Agre	ed to this day of	19
	("Producer") [Print Name]	HORMEL FOODS CORPORATION ("Hormel Foods")
Ву: _		Ву:
Its: _	[State "Individual" or Title]	Its:
A .J.J.		Address: 1 Hormel Place

WEEKLY HOG ESTIMATE MUST BE WRITTEN IN APPROPRIATE BLANK IN PARAGRAPH 4.(b) FOR THIS CONTRACT TO BE VALID.

IF THE PRODUCER IS A CORPORATION, LIMITED LIABILITY COMPANY OR OTHER ENTITY, ITS SHAREHOLDERS, MEMBERS OR OTHER OWNERS MUST EXECUTE THE FOLLOWING GUARANTY:



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Feb 16 '99 13:30 P.07/11

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GUARANTY OF PERFORMANCE

In consideration of and as a material inducement to Hormel Foods Corporation to enter into the foregoing Long-Term Hog Procurement Agreement II with Producer ("Agreement"), the undersigned individual guarantor(s) hereby jointly and severally guarantee(s) the satisfactory performance by Producer of the Agreement in accordance with all its terms and conditions. If Producer defaults in performance of its obligations under the Agreement, the guarantor(s) shall be liable for all damages caused by reason of such default.

IN WITNESS WHEREOF, the guaranday of19	ntor(s) have executed this guaranty on this
Signed:	Signed:
[Print Name]	[Print Name]
Address:	Address:
igned:	Signed:
[Print Name]	[Print Name]
Address:	Address:
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LONG-TERM HOG PROCUREMENT AGREEMENT II

CONTRACT PRICE DETERMINATION FOR PLANT DELIVERED HOGS:

NOTE:

For simplicity all examples are shown based on a live price basis, all payments will however be made using meat prices.

Example A:

Example A is an example when the Contract Base Price (last week's average price) is greater than the Guaranteed Minimum Price.

1) First determine the Contract Base Price which is the daily average of the prior week's 11:00 a.m. Hormel Foods' Grade and Yield Plant Delivered Market.

DAY	LIVE MARKET	MEAT PRICE
Monday	\$45.50	\$62.32
Tuesday	\$45.50	\$62.32
Wednesday	\$46.00	\$63.01
Thursday	\$45.00	\$61.64
Friday	\$45.00	\$61.54
Last Week's Average Price	<u>\$45.40</u>	<u>\$62.19</u>

2) Determine 6 week moving average of Omaha corn and Decatur/Central Ill. 44% Soybean Meal. These averages are based on the 6 weeks prior to the previous week. Round corn to the closest \$0.10 per bushel and meal to the closest \$10.00 per ton.

W/E	OHAHA CORM	DECATURZ CENTRAL ILL 444 MEAL
Waek #1	\$2.02	\$156.50
Week #2	\$2.09	\$169.30
Week #3	\$2.10	\$168.50
Week #4	\$2.16	\$172.25
Week #5	\$2.15	\$175.30
Week #6	\$2.17	\$177.30
6 Week Average	\$2.12	\$171.53
6 Week Average Rounded	\$2.10	\$170.00





3) Determine Guaranteed Minimum Price.

From the Cost Allowance Matrix find the value for \$2.10 corn and \$170 meal.

	<u>LIVE_MARKET</u>	MEAT PRICE
Macrix Value	\$36.50	\$50.00
Guaranteed Minimum Price	\$36.50	\$50.00
Last Week's Average Price	\$45.40	\$62.19
Contract Base Price	\$45.40	\$62.19

- 4) If Hormel Foods is in a negative cash position with producer:
 The Guaranteed Minimum Price of \$36.50 becomes the Contract Price.
 The producer is paid \$36.50. The difference between the Contract
 Base Price of \$45.40 and the Contract Price of \$36.50 will reduce
 Hormel Foods' negative cash position with producer.
- 5) If Hormel Foods is not in a negative cash position with producer: The Contract Price is the Contract Base Price of \$45.40, and the producer will be paid \$45.40.
- 6) In addition to the price as determined by 4) or 5) above the producer will receive GAY premiums based on the Contract Base Price of \$45.40.



Example B: Example When the Contract Base Price (last week's average price) is less than the Guaranteed Minimum Price.

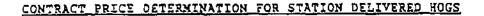
- Assume the daily average of the prior week's 11:00 a.m. Hormel Foods' Grade and Yield Plant Delivered Market is \$35.00.
- 2) Use \$2.10 for corn and \$170.00 for meal as in Example A.
- 3) Guaranteed Minimum Price is \$36.50 as in Example A.
- 4) Determine Contract Price:
 Since last week's average price (Contract Base Price) of \$35.00
 is less than the Guaranteed Minimum Price of \$36.50, the Guaranteed
 Minimum Price becomes the Contract Price. The producer will
 be paid the Contract Price of \$36.50. The difference between the
 Contract Base Price of \$35.00 and the Contract Price of \$36.50
 will increase Hormel Foods' negative cash postion with producer.

	LIVE MARKET	MEAT PRICE
Last Week's Average Price	\$35.00	\$47.94
Contract Base Price	\$35.00	\$47.94
	\$36.50	\$56.84
Guaranteed Minimum Price	\$36.50	\$56.84
Contract Price	**	

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5) In addition to the price as determined by 4) above the producer will receive GET premiums based on the Contract Base Price of \$35.00.





Examples A and B are for plant delivered bogs; station delivered bogs will be discounted by the station delivered freight discount in effect at the time of delivery. The following calculations use the current (09/30/96) freight discount of \$0.50 per live cwt.

CONTRACT BASE PRICES (Last Week's Average Prices)

	Plant .	Plant	<u>Station</u>	Station
	Live	Meat	Live	Meat
	Price	Price	Price	Price
Example A Example B	\$45.40	\$62.19	\$44.90	\$61.50
	\$35.00	\$47.94	\$34.50	\$47.26

CONTRACT PRICES

	Plant	<u>Plant</u>	Station	Station
	Live	Meat	Live	Meat
	Price	Price	Price	Price
Example A-4 Example A-5 Example B	\$36.50	\$50.00	\$36.00	\$49.31
	\$45.40	\$62.19	\$44.90	\$61.50
	\$36.50	\$50.00	\$36.00	\$49.31

Example8

Cost Allowance Matrix -- \$ per Live Cwt.

PLANT DELIVERED HOGS

For corn and soymeat prices outside the range of this matrix a \$0.10 change in corn changes. Use 6 week moving average of Decalut/Central III. meal, round to closost \$10.00 per ton. the malk value by \$0.50 and a \$10.00 change in moal changes the mairix value \$0.40. Use 6 week moving average of Omaha Corn, round to closost \$0.10/bu.

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